

## STATEMENT OF WORK

Strategic Planning and Leadership Development Services

International Trade Administration

U.S. Department of Commerce

November 9, 2009

### Background

The International Trade Administration's (ITA) Office of the Chief Financial Officer and Director of Administration (CFO/DOA) provides management and staff support for ITA program units and their mission, the overall ITA strategic plan and for various initiatives of the Administration. The CFO/DOA's mandate is to identify, develop, and implement supporting programs and initiatives that will improve ITA's ongoing business operations. The effort led by CFO/DOA provides financial management, administrative and organizational support, strategic planning and human capital resources to ITA which is critical to ITA's success. The ITA Management Council plays an important function in identifying and proposing strategic direction, streamlining measures, and process improvements to ensure the success of ITA's mission, reduce repetitiveness and increases transparencies among ITA's program units and the Department of Commerce (DOC). In addition, the Chief Information Officer (CIO) provides information technology services to ITA and its program units.

The Administration requires the Federal Government to be transparent in its approach of providing services to its customers in a manner that stimulates collaboration, effectiveness, and productivity. Over the past several years, ITA has made significant progress in increasing its efficiency and effectiveness and improving performance. ITA is compelled to continually improve its performance and service to customers and stakeholders. The scope of the work set by this document will support ITA's strategic plan, mission and objectives, and is in support of anticipated Presidential priorities, it is planned to establish a resource for providing these services to all DOC bureaus and agencies.

Department of Commerce consists of a Headquarters in Washington, DC, nine (9) bureaus/agencies and field offices around the United States and overseas.

DOC's bureaus, agencies and offices include:

1. Department of Commerce Headquarters Offices

2. National Oceanic and Atmospheric Administration (NOAA)
3. International Trade Administration
4. Bureau of Export Administration
5. Economics and Statistics Administration
6. Technology Administration
7. Patent and Trademark Office
8. Minority Business Development Agency
9. Economic Development administration
10. National Telecommunications and Information Agency
11. National Institute of Science and Technology

#### Overview

The purpose of this Blanket Purchase Agreement (BPA) is to provide one or more contracting vehicles for use by ITA, and DOC under the overall management of the ITA CFO and CIO for services and support to ITA's strategic

planning effort for FY 2010-2015, implementation of Presidential initiatives, ITA sponsored initiatives, and other support as may be required for mission accomplishment. Support may include the following and other related task areas:

1. Program Performance Management and Improvement
2. Organization and Operational Excellence
3. Strategic Planning and Execution

4. Business Process Improvement
5. Human Capital
6. Customers and Stakeholder Relationship Management
7. Capability Development
8. Electronic Government
9. Enterprise Architecture
10. Financial Management Excellence
11. Open Government

Contract resources available under the BPA will assist ITA in assessing, updating and achieving its FY 2010-2015 strategic plan. In addition, resources will be available to assist in the implementation of goals, objectives, and initiatives of DOC, the Federal Government and the Administration along with those aligned with ITA's strategic plan. ITA will utilize performance-based contracting procedures for each task performed under the BPA. Performance criteria will be developed on a task-specific basis, but will at a minimum include: Completion on schedule, within cost parameters, and meet quality criteria as outlined in each task order. Each task order will provide practical solutions to management and meet technical requirements.

The BPA may be awarded to one or more firms as prime contractor(s). The CFO, or the CIO, and the prime contractor(s) will set the overall direction for the work for each task order under the BPA. This BPA will provide a vehicle through which ITA will achieve support for the small and minority business community. Vendors are encouraged to bid on all, of the 11 major task areas described under the "General Requirements" section below. If the prime contractor(s) are large businesses, ITA's target for subcontracting to small and minority business through this BPA will be 25 percent. The prime contractor will be responsible for performing the majority of the work

under the contract.

The contractor(s) are expected to adequately and creatively assist with the development and implementation of elements of ITA's Strategic Plan, including appropriate eGovernment strategic direction, and other governmental initiatives. ITA may request contractor(s) expertise in the rapid analysis of ITA and its program units to provide comprehensive recommendations, and implementation support along with general business consulting services. This BPA will enable ITA to make strategic programmatic and management improvements in line with Presidential initiatives and the needs of DOC and its bureaus.

#### General Requirements

The expected benefits of the services provided to ITA under this agreement will be based on the contractor(s)' ability to support and meet unique, comprehensive program unit needs. In addition, the services will benefit ITA by enabling the following:

- more effective execution of mission
- increased efficiency
- improved responsiveness to internal and external customer requests
- enhanced compliance
- increased transparency
- execution of cross-unit programs and needs
- improved overall customer service

#### Scope

This BPA is designed to provide one or more contracting vehicles for use by ITA, and DOC under the overall

management of the ITA CFO and CIO for services and support to ITA's strategic effort for FY 2010-2015, implementation of Presidential initiatives, ITA sponsored initiatives, and other support as may be required for mission accomplishment, as follows:

A. Planning, Operations and Analysis

1. Program Performance Management and Improvement - this agreement covers services for performance management and improvement programs at ITA, and may include the following:

1.1. Program Performance Management - the contractor(s) will assist ITA in the development of a systematic approach which will improve ITA's value creation processes through the definition, measurement, motivation and management of resources. The contractor(s) will support the agenda of the chief performance officer assisting in the implementation of their initiatives and any assistance implementing the Administration's/OMB's new changes to the Program Assessment Rating Tool (PART). The contractor(s) will assist with performance objectives identification, performance standards development, balance scorecard measurement and a reward system at an ITA-wide, program unit, corporate, and individual level. In addition, the contractor(s) will assist with the implementation of a performance management program.

1.2. Program Improvement - the contractor(s) will assist ITA with its program improvement efforts to drive incremental change, continually drive down costs, increase value and exceed customer expectations. The improvement methodology could include program and quality management, design and development of ITA activities and tasks, training delivery, communication, and change management. The contractor(s) will also help ITA build the internal capability required to continuously improve operational performance.

2. Organization and Operational Excellence - this agreement covers services in support of organizational and management excellence and may include the following:

2.1. Program Management - the contractor(s) will support ITA with program management in the execution of ITA's and program unit leadership initiatives. The contractor(s) may be required to assist ITA

with both strategic program management and tactical project management. The contractor(s) will

also help ITA build additional internal program management capabilities through coaching and training.

2.2. Organization and Change Management - the contractor(s) will have the capabilities to develop and implement organizational strategy, design and alignment recommendations. The contractor(s) must be adept at business process mapping, leadership development, organizational design and implementation. The contractor(s) may also assess the organizational structure and the way in which responsibility, reporting and accountabilities are defined, as well as the physical assets (e.g., buildings) and equipment that ITA uses.

2.3. Knowledge Management Strategy - the contractor(s) will assist ITA in developing and implementing a knowledge base management strategy and program. The strategy shall integrate knowledge and content sources, operate in a simple environment, align to audience needs and requirements, and have accountability for content quality, completeness and availability.

2.4. Alignment of Operating Model and Business Strategy - if not already completed under the "Strategic Planning and Execution" initiative, the contractor(s) will review ITA's current strategy and analyze global marketplace trends to determine future business scenarios. Based on those findings as well as initiatives of the Administration, the contractor(s) will make recommendations to improve the current business strategy or operating model.

2.5. Operating Elements Assessment - the contractor(s) will perform an Operating Elements Assessment to determine what modifications are needed to ITA's people, culture, technology and organizational structure as a result of a revised operating model. The analysis includes reviewing functional or individual skills, capabilities, experience and competencies. In addition, a study will be performed on the clusters of activities and enabling technology at ITA. Much of this work is likely to be performed under a different initiative, in which case, they will reflect the new/revised operating model.

3. Strategic Planning and Execution - this agreement covers services in support of ITA's strategic planning and evaluation function and may include the following:

3.1. Strategic Plan Evaluation, Revision, and Execution - the contractor(s) will be required to assist ITA, program units and functional areas with crafting its 2010-2015 Strategic Plan in accordance with changes in the operating landscape, initiatives of the Administration. In addition, the contractor(s) will evaluate and provide recommendations for the Strategic Plan's goals, objectives and corresponding performance measures. This may require analysis and facilitation of focus groups to ensure that the plan remains on-track and to assess whether other strategic opportunities or organization objectives are needed. Further, the contractor(s) will assist ITA in the implementation and execution of the Strategic Plan and other initiatives from the Department or the Administration. This task will include program and performance management. Finally, the contractor(s) may assist in the development of future strategic plans and associated program unit plans.

3.2. External Market Analysis and Research - the contractor(s) will initiate and develop documents that provide a detailed analysis of ITA's services capabilities, markets and products, needed to encourage customer satisfaction. The contractor(s) will review and identify the impact ITA has for public and private trade service providers and their mission programs to adopt leading and best practices. The contractor(s) will also determine effective ways to reach potential customers in the marketplace.

3.3. Operational Plans - the contractor(s) will develop an operating plan for ITA and its program units to support the corporate and program unit strategies. The operating plans must support accountability

for ITA initiatives for the Administration and include measurable performance metrics. In addition, the contractor(s) may be requested to implement performance improvement projects, evaluate programs, and identify barriers and opportunities to achieve strategic objectives.

4. Business Process Improvement - this section covers services that support ITA's operating model and the improvement of business processes, and may include the following:

4.1. Continual Process Improvement and Re-Engineering of Programs - the contractor(s) will be required to conduct assessments of ITA's business processes to ensure ITA avoids maintaining and automating redundant, inefficient or unnecessary processes. The contractor(s) will provide recommendations that enable and assist in the implementation of the desired results.

4.2. Value Chain Analysis - the contractor(s) will analyze ITA's value chain based on ITA's strategy, market trends and current dynamics. The value chain analysis will identify and determine ITA's capability requirements. In addition, the contractor(s) is expected to perform a diagnostic of ITA's current operating model and make recommendations based on any identified gaps found in the assessment. The contractor(s) must also be able to partner with ITA to develop and test new and viable business models. This may include program realignments and creation of programs and initiatives to assist ITA's management and employees embrace developed business models. The contractor(s) will also support management's need to present revised approaches to clients and stakeholders.

#### B. Human Capital, Customer and Stakeholder Relations, and Capability Development

5. Human Capital - this agreement covers services in support of human capital and may include the following:

5.1. Strategic Management of Human Capital - the contractor(s) may be asked to provide support to ITA management to identify and implement strategies to improve the management of ITA's human capital. The contractor(s)'s efforts will be designed to ensure that ITA's human capital is focused on meeting the Office of Personnel Management's Human Capital Standards for Success.

5.2. Human Resource (HR) Strategic Planning and Alignment - the contractor(s) will review ITA's current



human capital strategic plan for effectiveness and consistency with the goals and objectives in ITA's Strategic Plan and initiatives of the Administration. If needed, the contractor(s) will make recommendations to the plan to help focus HR priorities, provide a basis for allocating resources, and provide a means to measure accomplishments. The strategic plan will provide a framework to prioritize the different and varied HR initiatives, including activities from the Workforce Restructuring Plan, and will provide a foundation for human resources management accountability.

5.3. Workforce Restructuring - the contractor(s) will conduct a detail review of the ITA Workforce Restructuring Plan for FY 2010-2015. Based on this review, the contractor(s) will identify modifications to ensure that the plan is adequately aligned with the ITA Strategic Plan and is fully supportive of the restructuring objectives of OMB Bulletin 01-07, "Workforce Planning & Restructuring." The plan will identify ways to leverage eGovernment and competitive sourcing to accomplish restructuring objectives. The contractor(s) will develop a detailed succession planning system to ensure continuity of leadership in ITA; and develop a revised ITA training plan to support the development of individual and organizational competencies linked to ITA's mission. The

training plan will be based on a training needs assessment conducted by the contractor(s) to identify the short and long-term training needs of the organization.

5.4. Human Capital Assessment - the contractor(s) will conduct a human capital assessment to identify the near and long-term human capital requirements and develop a plan to address skill and capability gaps. The study will include defining the broad workforce vision aligned with initiatives of the Administration and ITA's Strategic Plan, an assessment of the current state of the workforce and an understanding of future workforce requirements. Information will be gathered through interviews with the leadership, workforce analysis tools, and other research. Finally, measures will be developed that will monitor and evaluate ITA's progress.

5.5. Employee Engagement - the contractor(s) will help ITA manage and improve its employee engagement practices to improve bottom-line business results. The contractor(s) shall provide a

quantitative and robust approach to link employee attitude measures with behavior and ITA business measures. This approach will allow ITA to identify the drivers and sub-drivers that will have the most impact on improving overall employee engagement.

5.6. Resource Allocation - the contactor will assist ITA in the efficient allocation of resources. The contractor(s) shall use a quantitative approach to rationally plan for the distribution of future resources. This approach shall define resource needs and distribute scarce resources to increase performance. It will also allow ITA to make efficient and effective investment decisions based on future demand volume, organizational imperatives, stakeholder demands, and desired performance levels.

5.7. High Performing Workforce - the contractor(s) may assist ITA in recruiting, retaining and developing a diverse, high performing workforce. Work will include improving and reforming ITA's recruiting and retention strategies, individual performance management approach, individual development planning, and culture.

5.8. Leadership Development and Coaching - the contractor(s) will review ITA's current leadership development and management practices and will make recommendations considering factors such as leadership, decision-making processes, governance, leadership styles, organization culture, and performance management to improve the leadership skills of executives and their impact.

5.9. Cultural Assessment - the contractor(s) will review ITA's current culture and compare those results against a database of comparable organizations to determine elements that require development to implement required organization changes and strategic objectives.

6. Customer and Stakeholder Relationship Management - this agreement covers services to improve ITA's relationships with customers and stakeholders to meet ITA's mission and critical needs. Services may include the following:

6.1. Customer Relationship Management Strategy - the contractor(s) will assist ITA in the development and implementation of an ITA-wide customer management strategy to systematically manage the

customer experience. In addition to market research, the contractor(s) will conduct outreach support to ITA's customer base and determine areas where demand exists, but product lines do not meet the demand. Outreach support may also include support for a potential customer and stakeholder base among citizens, other federal agencies and industry partners. The contractor(s) shall also be able to assess and improve ITA's customer-facing processes and technologies as well as its ability to build products/services with customer-valued characteristics. Finally, the contractor(s) shall be able to assist ITA in understanding and navigating the available technological

options to enable ITA to anticipate, meet and exceed their customers' expectations, on an efficient, profitable basis.

6.2. Customer Data Management Processes - the contractor(s) will help ITA define, govern, collect, integrate and deliver continuously accurate and complete customer information. The data management process will include a holistic, integrated view of the customer for accurate insight and decision-making. The contractor(s) will review and make recommendations for ITA's existing customer data platforms, encompassing ITA's data capabilities and vendors in the areas of data collection, data management, reporting and analytics, and IT infrastructure.

6.3. Customer and Stakeholder Survey - the contractor(s) will support the development, execution, and analysis of surveys both internal and external at the ITA-wide and program unit levels. In addition, the contractor(s) shall be able to assist ITA and individual program units with the implementation of any recommendations that result from survey results.

6.4. Stakeholder Management - the contractor(s) will work with ITA to improve its stakeholder management process to ensure effective commitment and buy-in from ITA's key stakeholders. The stakeholder management approach and program shall include stakeholder mapping, communication strategies, relationship management, and the monitoring of stakeholder information, commitment and feedback.

7. Capability Development - this agreement covers services to support the development of internal capabilities of ITA and may include the following services:

7.1. Capability Assessment - the contractor(s) will assess ITA's capabilities needs in the context of ITA's current structure and strategy, future value chain and revised operating model. The contractor(s) will perform a gap analysis and define the activities required to build and sustain those capabilities. The analysis will include the prioritization of activities and key performance indicators to monitor and track progress and performance.

7.2. Training and Development - the contractor(s) will assist ITA in identifying and creating training and development plans following directions developed in the capability assessment. Training may include workshops, classes, multimedia presentations or virtual education.

#### C. Electronic Government and Enterprise Architecture

8. Electronic Government - this agreement allows for services to strengthen ITA's internal and external IT capabilities and may include the following:

8.1. IT Strategy and Execution - the contractor(s) will support ITA and the CIO in the development and execution of a comprehensive IT strategy. This would include supporting the CIO in the execution of any initiatives created by ITA or the Administration. The contractor(s) may also be asked to perform IT technical consulting services including, program/project management, business analysis and requirements, software development, graphical design, research and development, database management, technical writing, end-user and system training/workshops, data modeling and analysis, data clean-up, ad/hoc reporting, Commercial-Off-The-Shelf (COTS) product evaluations and full Software Development Life Cycle (SDLC) implementations, COTS support and upgrades, helpdesk management (Tier 1, 2 and 3), asset management, change management, web design and content/portal management, enterprise search tools, gadget development and support, web statistics and analysis, quality assurance management, network and system administration, network operations,

messaging, support for all ITA OCIO security functions, support for Web 2.0 initiatives (blogs, social media and supporting tools), cloud computing, standards management video teleconferencing support, 508 compliance support and supporting the development of technical SOWs.

8.2. Finance Systems and Data Structures - the contractor(s) will review ITA's business needs, financial systems and data requirements, if not already completed under the "Open Government" initiative. The process includes defining system functional and technical requirements to meet ITA and programmatic and financial strategy objectives, making resulting recommendations, and assisting in implementation.

8.3. Capital Planning - the contractor(s) will assist ITA in developing the requirements and business cases (e.g., OMB Exhibit 300 and supporting inputs/documents), for programs that require a capital investment, such as IT systems. The contractor(s) may also provide supporting services related to capital planning, e.g., alternatives analysis, cost-benefit analysis for IT investment proposals and business cases.

9. Enterprise Architecture (EA) - this agreement covers services in support of ITA's enterprise architecture management and reporting functions, and may include the following:

9.1. Architecting Lifecycle - the contractor(s) will support the whole lifecycle of the enterprise architecture, from documenting, analyzing, and developing target and transition plans to overseeing architectural implementation, governing architecture changes, evaluating results of those changes, and recommending continued architecture improvements.

9.2. Architecture Governance - the contractor(s) may support EA governance activities such as Architecture Review Board activities, review investments such as Exhibit 300, provide analyses and recommendations, develop reports and controls.

9.3. EA Communities - the contractor(s) will support EA community activities, such as EA working group and task forces activities; develop communication strategies, plans, and outreach activities; facilitate EA collaborations; establish EA information contributor networks.

9.4. EA Projects - the contractor(s) will lead and/or participate in EA projects, provide EA information and advice to ITA projects.

9.5. EA Information Services - the contractor(s) will support the full range of EA information services, including the information and technology portions. The information portion includes the collecting and updating of EA information, modeling the enterprise and its components, developing EA analyses and reports, preparing and delivering EA presentations. The technology portion includes obtaining EA tools, establishing EA repository and modeling systems, developing metamodels, administering and enhancing EA systems, performing change controls, training and providing technical support to users.

9.6. EA Management Services - the contractor(s) will support EA program management and assessments, and respond to ITA and other management requests.

#### D. Financial Management

10. Financial Management Excellence - this agreement will provide services in support of ITA's finance organization and may include the following:

10.1. Finance Strategy - the contractor(s) will assist in the development of ITA's finance strategy by defining an actionable vision in the context of the business's overall strategic goals. The strategy

will progress the finance organization towards the role of a strategic partner by creating a tighter linkage between strategy, performance metrics, and shareholder value creation. The contractor(s) will also assess the capabilities of the finance organization and make recommendations for actions to motivate an appropriately skilled workforce.

10.2. Finance and Accounting Operational Assessment - the contractor(s) will assist ITA in developing and sustaining financial management excellence by assessing the management, finance and accounting operations. Opportunities are being sought to streamline, standardize and integrate processes to

increase operating efficiencies, improve service, and drive cost reductions.

10.3. Enterprise Risk Management - the contractor(s) will support ITA in improving its Enterprise Risk Management activities to allow ITA to better employ risk capital and improve stakeholder confidence. Work will include the design of macro-processes and detailed activities for operational risk management, considering data gathering procedures, risk quantification, statistical analysis, key indicators and controls.

10.4. Strategic Cost Management - the contractor(s) will assist ITA's focus on managing, controlling and reducing costs by creating transparency of costs and develop a culture of cost ownership and discipline within the organization. The process may include a diagnostic assessment, cost mapping matrix, budget analysis and negotiation, benchmarking, recommendations and solutions, roadmap for implementation, and progress monitoring.

## E. Government Solutions

11. Open Government - this agreement allows for services to strengthen ITA's decision making processes and data management. Services may include the following:

11.1. Analytics and Fact-based Decision Making Capabilities - the contractor(s) will help ITA create a data-driven, analytical organization through training and process enhancements. Process enhancements may include the extensive use of data, statistical and quantitative analysis, explanatory and predictive models and fact-based management to drive decisions and actions. In addition, the contractor(s) will aid in developing the analytical capability of ITA's workforce and incorporate the use of analytics across the organization.

11.2. Accountability and Transparency - the contractor will work with ITA to develop a systematic approach to quantify and monitor ITA's value creation through the definition, measurement and management of resources. The contractor(s) will work with the CFO-Admin function to ensure that ITA is able to quantify both their fiscal performance, and the value ITA creates for customers and stakeholders. The contractor(s) may be asked to support ITA in developing new technology solutions

to enhance transparency in operations and performance. In addition, the contractor(s) will help ITA provide information to stakeholders that documents its efforts to efficiently and effectively deliver services to constituents.

11.3. Data Collection and Data Management Capabilities - the contractor(s) will conduct an assessment of ITA's current data management practices, which will lead to a data management strategy. The strategy will cover the data infrastructure, collection, storage, inventory, maintenance and distribution of information. The contractor(s) will also assist ITA in implementing the right processes and standards to ensure data consistency and cross-enterprise usability.

11.4. Competitive Contracting - the contractor(s) will assist in implementing transparency and accountability in ITA's contracting process. This could include helping to improve ITA's procurement policy, process and performance measures and better enable the procurement function

to assist ITA in achieving its management objectives. Further, the contractor(s) will support ITA in the implementation of the Administration's initiatives regarding contractor(s) discipline reform and cost savings.

## Quality Control

Contractor(s) contribute significantly to ITA and its mission success. Whenever ITA awards a task order, it is entitled to receive top quality service. This section and the attached Performance Quality Matrix (PQM) provide the crucial foundation for identifying, measuring and ensuring quality standards for ITA services. ITA will contract for one or several task areas that are listed in this BPA.

The contractor(s) are responsible for the day-to-day operative quality performance and thus to conduct a Quality Control (QC) review with regard to the specific set of agreed-upon deliverables for every task order under this



BPA. The contractor(s) provide information, guidance and support to ITA for its Quality Assurance (QA) of the task order services. QA is a systematic and planned pattern of actions taken to ensure that necessary technical requirements are established, that the deliverables conform to these requirements and that acceptable performance is achieved. Thus, the contractor(s) will help ITA to verify that the contractor(s)' own QC is sufficient and that their deliverables meet the agreed-upon criteria. To plan and conduct QC, the contractor(s) must complete the attached Performance Quality Matrix (PQM) and they shall consider among other factors the generic criteria listed in the next paragraph.

A useful service for the government is delivered in a timely manner and thus the quality of performance exhibited by the contractor(s) will depend on their ability to deliver their services by established deadlines. ITA expects accuracy of the services and deliverables rendered by the contractor(s). Procedures and communication between the contractor(s) and ITA concerning the task orders shall be unmistakably clear to avoid misunderstandings and ambiguities. The procedures and deliverables of the contractor(s) shall be consistent and in compliance with this BPA, and shall result in services rendered that effectively meet ITA's needs. The contractor(s)' work shall be done in an efficient manner and their services under the task orders shall meet the highest standards (e.g., user friendly, innovative, and best value to the government).

With the signatures of the contractor(s) and the Contracting Officer Technical Representative (COTR) on the attached PQM document, the contractor(s) certify that they can meet the quality standards and criteria as cited within the agreed-upon cost framework. For substandard contractor performance under the contract where delays, cost overruns as well as deviations from the agreed upon acceptable quality levels occurs, the contractor will perform rework of the deliverables at no additional cost to the Government. An example of a delay that deviates from an acceptable quality level would be where timelines and contract specifications are not implemented requiring rework of deliverables and additional cost. If the Government is responsible for the delays or cost overruns, the Government will incur the additional cost.

The PQM (See Attachment A) document shall be submitted to ITA by the contractor(s) along with the technical proposal to complete the specific task order. ITA will review the PQMs and technical proposals, and then select the proposal that meets ITA's requirements and offers best value.

## Deliverables

Deliverables will be ordered as required.

## Place of Performance

Services may be provided off-site, on-site, or a combination of, depending on program requirements. The anticipated places of performance shall be at the Contractor site(s) and sites identified by the COTR during performance of this effort in the United States.

## Contract Type/ Period of Agreement

This will be a Blanket Purchase Agreement (BPA). The period of agreement is from the Blanket Purchase Agreement award date through 5 years.

LABOR HOUR - The contractor can only charge the Government for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc) Presidential funerals or any other unexpected government closures.

## Delivery Order Administrative

## Contracting Officer

The Contracting Officer (CO) for this effort is as follows:

XXX

#### Contract Administration

The Contract Administrator (CA) for this effort is as follows:

XXX

#### Other Performance Requirements

#### Payment for Unauthorized Work:

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

#### Disclosure of Information:

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

#### Limited Use of Data:

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

Government furnished information and equipment:

Space and facilities on site will be provided to the primary contractors if required. In addition, appropriate information and access to NOAA personnel and managers will be provided. The contractor will provide required hardware and software and will have access to NOAA systems as necessary.

Special Instructions:

The Contractor shall agree that upon termination of the contract, whether with or without cause, it shall have no property or possessive right to any of the correspondence, files or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by Contractor or furnished to Contractor by the Government in connection with the performance of the task and that, upon demand, they shall surrender immediately to the Government such items, matters, materials and copies.

Travel:

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COTR under this effort. All travel shall be approved, by the COTR, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effective on date of travel.